

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:)	BK No.: 21-13123
Mark Infanger)	
)	
)	Chapter: 13
)	Honorable Janet S. Baer
)	DuPage
Debtor(s))	

AGREED DEFAULT ORDER

This matter coming before the Court on the Motion for Relief from Automatic Stay filed by PNC Bank, National Association ("PNC Bank"), a secured creditor or servicing agent for a secured creditor holding a lien on the Debtor's property commonly known as 3S274 Pattermann Rd., Warrenville, Illinois 60555 (the "Property"):

IT IS HEREBY ORDERED THAT:

1. The current post-petition arrearage, through September 30, 2022, is \$3,118.44. The arrears include:

\$1,238.00 attorney fees and costs;
5 (May 2022 - September 2022) payments @ \$1,091.88 = \$5,459.40;
Less funds in Debtor's suspense account in the approximate amount of \$158.96;
Less funds received from Debtor on or about July 14, 2022 in the amount of \$1,140.00;
Less funds received from Debtor on or about August 3, 2022 in the amount of \$1,140.00; and
Less funds received from Debtor on or about September 6, 2022 in the amount of \$1,140.00.

2. In addition to making the regular post-petition payments timely, the Debtor shall cure the remaining arrears of \$3,118.44, by making the following monthly payments directly to PNC Bank:

\$519.74 on or before October 15, 2022;
\$519.74 on or before November 15, 2022;
\$519.74 on or before December 15, 2022;
\$519.74 on or before January 15, 2023;
\$519.74 on or before February 15, 2023; and
\$519.74 on or before March 15, 2023.

3. If the Debtor fails to timely pay (i) two or more regular monthly payments increased or decreased as necessary to reflect changes in variable interest rates, escrow requirements, collection costs, or similar matters; (ii) plan payments to the chapter 13 trustee; (iii) payments for property insurance and/or general real estate taxes or fails to cure the arrears pursuant to Paragraph 2 above, then the Debtor shall be deemed to be in default.

4. If the Debtor is in default under Paragraph 3, PNC Bank may issue a Notice of Default stating the amount of the default and giving the Debtor fourteen (14) days to cure the default. The Notice of Default must be filed with the Court with a certificate of service indicating notice to the Debtor and the

Debtor's attorney. If the Debtor does not cure the default within fourteen (14) days from the filing date of the Notice of Default, then PNC Bank may file a Notice of Termination of the Stay with a certificate of service indicating notice to the Debtor.

5. The Debtor has the opportunity to cure the default a total of two (2) times. In the event of a third default, PNC Bank may file a Notice of Termination of the Stay with certificate of service indicating notice to the Debtor without first filing a Notice of Default.

6. The filing of a Notice of Termination of the Stay will modify the automatic stay to permit PNC Bank to exercise its rights under non-bankruptcy law in the collateral, effective on the date the Notice of Termination is filed.

7. The stay in Rule 4001(a)(3) is waived as to the Notice of Termination.

8. If the Debtor's bankruptcy case is dismissed or converted to another chapter, this agreed repayment order shall be void.

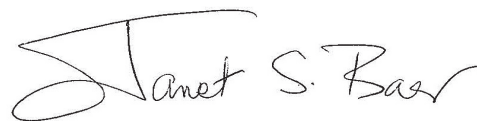
9. In the event that PNC Bank has to file any Notices of Default, the Debtor shall pay an extra \$100 per default event, as additional attorneys' fees, in addition to whatever funds are needed to cure the default, and the additional funds must be tendered prior to the expiration of the cure period as set-forth in the Notice of Default.

AGREED:

PNC Bank, National Association
/s/ Maria C. Sanchez
Maria C. Sanchez
one of its attorneys

Mark Infanger
/s/ Dustin B Allen
Dustin B Allen, his attorney

Enter:



Honorable Janet S. Baer

United States Bankruptcy Judge

Dated: September 16, 2022

Prepared by:

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